

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

Page 1 of 2



Order Filed on January 22, 2019  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

**Caption in Compliance with D.N.J. LBR 9004-2(c)**  
47676  
Morton & Craig LLC  
John R. Morton, Jr., Esq.  
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Suite 301  
Moorestown, NJ 08057  
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Attorney for Credit Acceptance Corporation

In Re:

EGLY N. VALENZUELA

Case No.: 18-21302

Adv. No.:

Hearing Date: 12-20-18

Judge: VFP

**ORDER FOR MONTHLY PAYMENTS AND STAY RELIEF UNDER CERTAIN  
CIRCUMSTANCES**

The relief set forth on the following pages, numbered two (2) is hereby **ORDERED**.

**DATED: January 22, 2019**

A handwritten signature in black ink, appearing to read "Vincent F. Papalia".

Honorable Vincent F. Papalia  
United States Bankruptcy Judge

**Egly N. Valenzuela**

**18-21302(VFP)**

**Order Providing for Monthly Payments for Stay Relief under Certain Circumstances**

**Page 2**

This matter having been brought on before this Court on motion for stay relief filed by John R. Morton, Jr., Esq., attorney for Credit Acceptance Corporation, with the appearance of David Beslow, Esq. on behalf of the debtor, and this order having been filed with the Court and served upon the debtor and his attorney under the seven day rule with no objections having been received as to the form or entry of the order, and for good cause shown;

**IT IS ORDERED:**

1. That Credit Acceptance Corporation is the holder of a first purchase money security interest encumbering a 2015 Nissan Altima bearing vehicle identification number 1N4AL3AP0FC218848 (hereinafter the "vehicle").
2. **Curing arrears:** To cure arrears, the debtor shall make an immediate payment to Credit Acceptance of \$2,920.30. If the debtor fails to make that payment by 1-15-19, Credit Acceptance shall receive stay relief to repossess and sell the vehicle by filing a certification of nonpayment and serving it upon the debtor and his attorney.
3. After curing arrears, the debtor shall make all retail installment contract payments to Credit Acceptance Corporation when due, being the 3<sup>rd</sup> day of each month, commencing with the 1-3-19 payment. In the event the debtor fails to make any payment for a period of 30 days after it falls due, Credit Acceptance Corporation shall receive stay relief to repossess and sell the vehicle by filing a certification of nonpayment and serving it upon the debtor and his attorney.
4. The debtor shall maintain insurance on the vehicle in accordance with the terms of the retail installment contract. In the event of a lapse of insurance for any period of time without intervening coverage, Credit Acceptance Corporation shall receive to repossess and sell the vehicle by filing a certification of lapse of insurance and serving it upon the debtor and his attorney.
5. The debtor shall pay to Credit Acceptance Corporation through the plan, a counsel fee of \$531 which shall be paid by the trustee as an administrative priority expense.